New-York Daily Times.

VOL. VI.....NO. 1635. NEW-YORK, SUNDAY, DECEMBER 15, 1856. PRICE TWO CENTS.

The Tennessee at Key West.

...rmation of Previous Advices.

...rious Situation of Presi-dent Walker.

...Central American Troops Successful.

...ortant from Guatemala.

CHARLESTON, Saturday, Dec. 13.

...ship *Isabel*, from Havana and Key ... this morning.

...Tennessee had arrived at Key West ...

...for New-York—the steamer Granada having just arrived from Aspinwall with the usual mail-matter and passengers from California for New-York.

The steamship *Star of the West* had arrived at ...

...

...

New-York Daily Times, Monday, November 12, 1856.

...mmunication to the Secretary of State, the superintendent of the mint.

The following shows that Republics are ungrateful forms, also. Observe:

A decree has been framed through that Ministry prohibiting the importation of tobacco for chewing and smoking in pipes, under penalty of confiscation, and decrees to be enforced from the 1st of January next.

Through the obstacles and interruption of our commercial treaty with France, the authorities in the Society Islands enacted differential duties from the Chilean vessels which frequented those ports; as a reprisal we adopted the same system towards them whilst our Government claimed from that of H. I. M. the fulfillment of the treaty respecting the reciprocity of duties. The French Government satisfied this demand, ordering the authorities in Papeete not to exact differential duties from the Chilean vessels, and to return the amount exacted after the 13th of February, 1851; our Government replied, issuing a similar decree respecting French vessels arriving from those islands.

As to England, the Board of Admiralty has made similar declarations respecting the protection which the authorities of both countries must in future afford for the capture of deserters from the navy in their respective territories.

The amateur concert given in favor of the sufferers from the French inundation took place during this fortnight; the attendance was worthy of the proposed object and of our people's sympathy towards that powerful and friendly nation.

Government has granted a loan of $12,000, free of all interest, to the contractor for the steam navigation of the river Bio-Bio, until the expiration of the privilege accorded on the 26th of January, 1854. The contractor obliges himself in compensation, to add another steamer to the line, and to carry, free from all charge, the mail and public treasure.

The budget for 1857, approved by Congress has also been published, and the sums granted are as follows:

Department of Interior and Foreign Affairs	$ 663,536 11
Justice, Public Worship and Public Instruction	1,893,804 44
Finance	1,669,085 46
War and Marine	1,896,023 99½
Total	$6,126,453 00½

News from Peru.

UNSETTLED STATE OF THE COUNTRY—ANOTHER REVOLUTION IN ARIQUIPA—FEROCIOUS INVASION OF INDIANS.

The papers contain the annexed report of affairs in Peru: Peru is still in a very unsettled state. Outbreaks have taken place in Ariquipe and Puna.

The constitution had been formed, to the dissatisfaction of the priests.

Vessels are daily arriving at the Chincha Islands, numbering now upwards of 100.

The French Admiral left Callao, receiving a hearty farewell from all the men-of-war in harbor, manning the yards and firing a salute.

It is said that another revolution has broken out in Ariquipa against CASTILLA, of which EGUIQUIZA and CASTILLO are the instigators. The revolutionists declare in favor of General VIVANCO.

The towns of Santander and Andons, in the district of Andoas, on the Upper Amazon, have been destroyed by a tribe of savage Indians, called Muratos. Some of the inhabitants were killed, and the rest all fled to the woods. The Indians threaten to destroy all the settlements on the river Pastazas. The city of Jebaros is only saved by the presence of a garrison, and the people say that if the Government does not soon afford them relief they will place themselves under the protection of Ecuador.

News from Ecuador.

DOINGS OF CONGRESS—AMNESTY TO POLITICAL OFFENDERS—FLORES EXCEPTED FROM THE LIST.

Correspondence of the New-York Daily Times.

PANAMA, Thursday, Dec. 4, 1856.

By the arrival of the *Columbia* we have Guayaquil dates to Nov. 27, the Ecuadorian Congress being prorogued for 8 days. Up to the present the estimates for the year had not been passed, and during the sixty days they were in session the only business transacted related to military matters, the Election of Bishop, diversified with Congressional squabbles and a few of amnesty to all persons guilty of political offences, except those concerned in the projected Spanish invasion of 1846, the military invasion of 1852 by Gen. FLORES, and the political insurrection in Guayaquil on the 20th October last. Gen. FLORES and his family are particularly excepted from the amnesty.

News from Australia.

RECEIPTS OF GOLD—MARKETS—FLOUR SPECULATORS—SHIPPING INTELLIGENCE.

We have news from Australia, dated at Melbourne, on the 6th, and at Sydney on the 11th of September.

From Sydney, the political news is unimportant. The amount of gold received at Sydney during the week ending Sept. 5, was 3,580 ounces. During the same period, the branch mint issued 10,000 sovereigns.

The demand for wool continued active. Prices remained stationary.

Flour was dull, but there had been no alteration in price. Fine, £26; Seconds, £26.

From Melbourne, we have the following: The excitement and uncertainty which speculation has infused into the Flour trade continue unabated, and every day one hears of a rise or fall of from £1 to £2 per ton. This arises from the fact that the Colonial shipments, as they come in, are sold over and over again, for speculation, not consumption. This is no drain whatever on present stocks, which, if not "full," may at any rate be styled good fair stocks for the season. The demand for inland is a long time setting in, and on this demand the speculators for the rise rely; and as the sky becomes overcast and the rains come down, so do the hopes and probabilities of good hard roads and a rattling trade. The purchaser of the last lot that arrived re-sells it, and 100 tons of flour is made by the frequency with which it changes hands to look like 1,000 tons in motion. In the meantime, the largest holders are out of the market, and the bulk of both wheat and flour is getting into the hands of the few.

As an instance of the speculation going on, a large holder and miller advertised in the journals a few days since 1,200 tons of various brands for sale, at the following prices—Adelaide, £25; Chilian, £24; Hazall, £30. A check was sent to him for the quantity by a merchant who was looking for a rise. This was refused, however, and an attempt to make a deal for half the quantity with no better success. This little transaction is commented on with with more freedom in mercantile circles than it can be in the columns of a journal. But the result of all this speculation is that prices which should have been steady at high remunerative rates to the colonial grower, are likely to be forced up to a high figure for the benefit of the exporter from California and Chili, and that the inland traders will buy but very sparingly, under the belief that a reaction is inevitable.

In all other branches of trade there is little doing, either speculatively or for consumption. The last fortnight has been undoubtedly the dullest of the year.

The ship *Lawrence Frost*, from Liverpool, after having gone ashore near the Quarantine-ground, inside the head of Melbourne, was got off, seriously damaged and cargo injured.

Complaints have been made against the Captain of the emigrant ship *Ellen*, for short supply of provisions to his passengers.

The *Montmorency*, of the Black Ball line, was discharging alongside the pier of Melbourne and Hobson's Bay Railroad, being the first Liverpool vessel that ever lay alongside the wharf.

During the month of August, seven vessels, aggregate tonnage 4,761, arrived from London at Sidney; two vessels, 1,190 tons, from Liverpool; three vessels, 1,230 tons, from San Francisco; one vessel, 198 tons, from Valparaiso. Average passage from London, 101 days; longest, 126; shortest, 92. Average passage from Liverpool, 111 days. During the same period, the arrivals at Melbourne from the same ports were: Seven, of an aggregate of 5,617 tons, from London; three of 3,651, from Liverpool; three of 2,184, from Glasgow; and four of 2,814, from South America. Average passage from London, 104 days; longest, 114; shortest, 87. Average from Liverpool, 99 days.

LONG ISLAND.

The Atlantic Dock Pirates.

We alluded, a few days since, to the fact that a large quantity of property had been stolen from vessels while quarantined, during the prevalence of the yellow fever last Summer, most of which was landed at the Atlantic Docks, South Brooklyn, and the general belief that some of the Police participated in the pecuniary benefits derived from these nefarious transactions. Recent developments seem to confirm this belief, if any confirmation was needed, and that it was based upon substantial facts. It is now pretty well understood that the actual thieves are those who have for years infested the North and East Rivers, and rendered property on shipboard anything but safe unless watched, and then only by well-armed and determined men. Some of these river pirates have accumulated fortunes, and many a costly edifice has been erected by these ill-gotten gains, in the City of Brooklyn, and many of them have retired from the business, or engaged in some speculation less hazardous. Their haunts formerly were in and about the purlieus of New-York City, but the raid made upon them by the authorities, a few years since, in conjunction with the efforts made by the merchants to rid the City of these pests, forced many of them to seek some other rendesvous. The Atlantic Dock was a too tempting place to escape their observation, and from this point the business has been kept up—if not on so extensive a scale as formerly, it has been upon a safer and proportionally more profitable basis.

The authorities of Brooklyn have long been satisfied of the uses the Atlantic Docks were put to, and have endeavored to render the traffic more dangerous, but for some reason which the reader may easily guess, they have been frustrated in their laudable efforts to purge the place. Last week special instructions were given to some of the Police stationed in that vicinity. Late Friday night a boat load of wheat—66 bags—was seen approaching the dock. At this time three policemen were observing the movements of the boat. There was only one man in the boat, but his partner was on the dock talking very confidentially with one of the policemen. The boat approached—some hard words passed between the policemen, and also between the boatmen and two of the police. The result was the boatmen were ordered ashore. Justice and celerity was preferred upon this occasion, in the hurry forgetting orders respecting the possession. He was arrested, tried, fined $50, and his own partner in the transaction was the boatman. This was Saturday morning, when the owners immediately returned to the dock to claim away the property—misfortune was against them this time. An "invisible" in the employ of the Chief of Police informed that officer of the [illegible] in which the affair had progressed, and he [illegible] sent a drag with a sufficient force to secure [illegible] of wheat, and it is now under lock and [illegible] the City Hall. It is very difficult to identify [illegible] and it is altogether probable the real owner will not be able to swear to his own, and as a consequence, the guilty will escape the punishment they deserve.

When the Chief's officers reached the boat the pretended owners of the wheat were quite boisterous and threatened to throw them overboard, but neglected, very judiciously, to put their threat into execution.

Upon learning the conduct of the officers when the boat landed, the Chief of Police sent for one of them, and from him he ascertained that there would have been no difficulty near any arrests if the boatmen had consented to the terms proposed by the officers. The authorities intend to pursue this matter until the Atlantic Dock traffic is broken up, and in the meantime the ends of justice may be forwarded, if those who lose property or have already lost it, from on ship-board particularly, will promptly notify the Brooklyn Chief of Police of their loss.

A Smash.

On Saturday last the chain of a brake on one of the Fulton-avenue cars, Brooklyn, broke while the car was descending the steep grade on Fulton-street, near Sands. The driver "unshipped" his horses, and the car went down the street at a destructive speed. When near the ferry it ran into the rear of another car, breaking things generally, but fortunately no person was severely injured. Several passengers were badly frightened, and one had his head bruised by leaping from the car while at the height of its speed.

Escape and Re-Arrest of a Thief.

On Friday night last, Officer BOYD, of the Third District Police Brooklyn, arrested HENRY DIAS, on a warrant in which he was accused of grand larceny. He was committed to the cells, but that night managed to escape through the "wicket." Saturday night last Officer NESBITT found him quietly eating peanuts in the pit of Chatham Theatre, and conveyed him back to the cells again.

Escape of Prisoners.

Four of the boys recently arrested for burglary in the Eastern District of Brooklyn escaped from the North Fifth-street cells Friday night last. Their names are McELLIOT, MILLER, JAS. CALLIGAN and WALSH. They escaped by forcing the iron bars from the window of their cell.

Accident.

On Saturday morning JAMES MCDERMOTT, employed in the coal-yard of TUTTLE & SONS, South Seventh-street, Eastern District of Brooklyn, was severely injured by a large piece of coal falling upon his leg, cutting open two of the principal arteries. He was taken to the Dispensary.

Nabbed at Last.

PATRICK COYLE, a diminutive man who has escaped half a dozen times from different prisons in Kings County, was safely lodged in the County Penitentiary Saturday, to work out a sentence of six months, inflicted by Mayor HALL, for stealing a clock.

Burglary.

House No. 16 Remsen-street, Brooklyn, Western District, was entered by burglars Friday night last, who obtained about $300 worth of silver ware for their trouble.

☛ Mrs. SPEAR, of No. 35 Stanton-street, on Friday last called for advice at the office of Dr. PARKER, on Clinton-street, Brooklyn, and while there she fell upon the floor and instantly expired. She died from a disease of the heart.

☛ During the week ending Saturday last there were 67 deaths in Brooklyn.

LAW INTELLIGENCE.

COURT CALENDAR—MONDAY, Dec. 15.

UNITED STATES DISTRICT COURT.—Nos. 50, 41, 65, 67 to 73 inclusive.

SUPREME COURT—*Circuit*.—Nos. 2012, 2202, 1731, 1782, 1092, 1236, 1711, 111, 1729, 2120, 2478, 568, 2177, 773, 856, 489, 1981, 86, 1904, 5, 2369, 2639, 454.

SUPREME COURT—*Special Term*.—Nos. 138, 234, 105, 119, 66, 185, 210, 237, 232, 241, 243, 136, 153, 154, 155, 74, 120, 146, 147, 151, 169, 196, 203, 204, 4, 50, 51, 52, 53, 54, 55, 68, 109, 140, 162, 168, 176, 220, 228, 230, 242.

SUPERIOR COURT.—Nos. 887, 921, 923, 932, 936, 470, 907, 157, 910, 940, 943, 944, 946, 948, 954, 955, 957, 959, 588, 597, 890, 894, 891, 469 to 484, 486, 847, 664, 665, 899.

COMMON PLEAS.—*Part I*.—Nos. 149, 216, 255, 965, 982, 1024, 1011, 1155, 1176, 1177, 1198, 1345, 1346, 1347.

Part II.—Nos. 998, 546, 900, 937, 940, 981, 987, 1167, 1173, 1174, 1175, 1016, 1189, 1192, 1194.

Decision in the great French Railroad Case—Discharge of Madame Felicite Debud and Eugene Grelet.

SUPREME COURT—SPECIAL TERM.

Before Hon. Judge Davies.

The Northern Railway Company of France vs. *Charles Carpentier, Louis Grelet, Eugene Grelet, Auguste Parot, Felicité Debud and Guerrin.*—The complaint in this cause sets out two distinct and separate causes of action. The first is that the plaintiffs, being an incorporation created by the laws of the empire of France, doing business therein, have had in their employ on or about the 26th of August last, the defendants Carpentier and Louis Grelet, the former as Cashier and the latter as Teller and Cashier; that as such officers they had access to the bonds, bills, shares of stock and other valuable things belonging to the plaintiffs, or deposited with them; that the said Carpentier and Grelet, while acting in such fiduciary capacity, with the aid and assistance of the other defendants, abstracted from the vaults of said plaintiffs and sold and converted to their own use 5,747 shares of the stock of the said plaintiffs, and converted the same into money, and with the same or a large portion thereof, secretly departed from said empire of France and fled to the United States; that the actual value of each share of said stock was about the sum of two hundred dollars, and the plaintiffs claimed that, by reason of the said acts of the said defendants, they had been damnified to the sum of one million of dollars and upwards. And for a further cause of action, the plaintiffs allege that the said Carpentier and Grelet, being such officers, and acting in such fiduciary capacity, with the aid and assistance of the other defendants, did feloniously embezzle the said 5,747 shares of stock and the coupons attached, and did unjustly detain the same, and did conceal, remove, and dispose thereof, so that the same cannot be found or taken, and did the said acts with the intent that the same should not be found or taken, and with the intent to deprive the plaintiffs of the benefit thereof. Upon affidavits stating these facts, an order of arrest was made, authorizing the arrest of all the defendants, and by virtue of it they have been arrested, except the defendant Guerrin, who has never come to the United States. He was arrested in London by the Paris officials, and retaken to France. A motion is now made by the defendants, Louis and Eugene Grelet, and Parot and Debud, to vacate said order, on the ground that it was improvidently granted, and that the facts set forth did not authorize their arrest.

B. Galbraith and Jno. Townshend for the motion; J. Morrogh, Ex-Recorder Tillou, and McKeon, United States District-Attorney, in opposition.

DAVIES, Justice.—The motion in this case has been most elaborately and ably argued, and the magnitude of the amount involved, and the very general attention which the case has attracted, have led me to a more careful consideration of the case, and a more critical examination of the numerous authorities cited, than is usual in motions of this character. A motion has heretofore been made in this cause for the discharge of the defendant Felicite Debud, on the ground that she being a female could not be arrested for the matters complained of. This Court held an argument that the facts showed that the acts complained of were a wilful injury to property, and such as authorized the arrest of a female under Sub. 5 of sec. 179 of the Code. It is now contended, on the behalf of the defendants making this motion, that the plaintiffs have sustained no damage by their acts, and that, therefore, no cause of action exists against them. This argument concedes the truth of the allegation of the complaint. Sub. 1 of sec. 179, of the Code, declares that the defendant may be arrested in an action for the recovery of damages for wrongfully taking, detaining or converting property. Sub. 2 of same section authorizes the arrest of a party in an action for property embezzled or fraudulently misapplied by any officer or agent of a corporation, in the course of his employment as such, or by any agent or other person acting in a fiduciary capacity. By this argument the defendants admit the taking, detention and conversion, as alleged in the complaint; and the defendant, Louis Grelet, admits that while acting in this fiduciary capacity he took and converted to his own use the shares of the stock of the plaintiffs, with the coupons attached, and sold and disposed of the same, and received the proceeds thereof. The plaintiffs allege that these shares of stock thus taken belonged to them, or were deposited with them for safe keeping. If the shares belonged to the plaintiffs—if they were the plaintiffs' property, as they allege—I am unable to see why the taking, detention and conversion, and the embezzlement and sale thereof, are not an injury to the plaintiffs. Certainly it seems to me that the unfaithful agent cannot be permitted to say, after he had realised the fruits of his delinquency, that true it is, I have taken and disposed of the shares of stock of the plaintiffs, and have realised the proceeds thereof, but I did it under such circumstance that no legal liability can be created on claim made against me for the property thus taken. I cannot recognise such a position as sacred in morals, or as sustained in any principle of law. The plaintiffs have been deprived, by the fraudulent act of the defendants, of what they claim to be their property, and the defendants cannot be excused, on the ground that their fraudulent acts have conferred no title upon the present owners and holders of these shares, and that, therefore, the plaintiffs are not damnified. The plaintiffs further say, that these shares were owned by them, or were deposited with them for safe keeping. Now, if [illegible] plaintiffs have sustained no injury for the abstraction and embezzlement of them by the defendants? The plaintiffs allege that these shares were made into money, and no fact is shown by the defendants which contravenes this position. I am, therefore, justified in the conclusion in reference to this branch of the subject, that, as to such shares of stock as were deposited with the plaintiffs and taken and disposed of by the defendants, they were deposited with the plaintiffs on such terms and conditions as would make them responsible to the owners thereof for the value of the same, especially when such loss had been occasioned by the acts of the employes of the plaintiffs. It is sufficient, for the purpose of this motion, to say that the plaintiffs have made all the allegations and averments, and converted their property, and claim the same as such; and it is not competent for the defendants, in my judgment, as already indicated, to examine themselves, by assuming the ground that their acts are of so grave a character that the title to these shares has never been changed. The second cause of action is that authorised by section 306 of the code, being an action to recover the possession of personal property. There is no doubt that this is a substitute for the relief heretofore obtained in an action of replevin. (Roberts vs. Randal, 3 Sand. 707, Chappel vs. Skinner, 6 Fr. Rep. 388.) In such an action the defendant may be arrested when he has been guilty of a fraud in concealing or disposing of the property, for the taking, detention or conversion of which the action is brought. (Sub. 4, sec. 179 of the Code.) To maintain this action it is not essential that the plaintiffs should be the owners of the property taken, detained and converted. A bailee trustee, or any other person who is responsible to his principal, may maintain the action, and the lawful possession of the goods is prima facie evidence of property. (Edwards in Baltimore, p. 85; Panthorst vs. Brown, 18 Wend. 26; 2 Burr. Fr. 2; 3 Hill, 248.) The plaintiffs, therefore, being in possession of these shares, whether as owners or as bailees, can maintain this action to recover the property taken, detained and converted, and so far as the defendants are concerned are to be treated as owners thereof. Are the facts upon which the order of arrest was issued sufficiently established to authorize its detention? In my judgment they are in reference to all of the defendants but Eugene Grelet and Felicité Debud. In reference to Carpentier it may be said his deed not controvert them. In truth it satisfactorily appears that all that is alleged against him cannot be contradicted. A letter in his handwriting has been produced, showing most conclusively his complicity in these transactions, and his deep and overwhelming sense of the disgrace his conduct has entailed upon himself and a wide circle of most attached and respectable friends and kindred. So far as he is concerned, do doubts can be entertained that he was an active participator of the frauds committed upon the plaintiffs. In this letter he says: "If my affairs had not been in disorder, occasioned by the payment in cash of the coupons, twice paid, of the shares sold, I should have left Grelet to have settled as he chose; they would have arrested him or he would have fled, I cared little." From the affidavit of M. Juste Melin, it appears that on or about the 17th of September last he had a conversation with Louis Grelet and Auguste Parot, in which Louis Grelet told him that the robbery of a portion of said shares had been committed by the said Guerrin by the theft of a large portion by said Grelet and Carpentier, and that said shares were abstracted from time to time from the chest of the said Company, which was in their office in Paris, and that said shares had the coupons attached. That the theft was committed by taking out or removing a panel or board from the upper part of the chest in which the shares and coupons were deposited. That the books of the Company would be found to be irregular, as he had paid dividends on the said stock twice—once to the true owner, and once to the person to whom he or Carpentier had sold the stock, and that this was the case in many instances. Louis Grelet, in this conversation, enters into many details as to the manner of perpetrating these frauds, by Carpentier and himself, and the means resorted to by them to escape detection. That in the same conversation, after Grelet had made these statements in relation to these frauds committed upon the plaintiffs, the said Auguste Parot stated to M. Melin, in the presence of said Louis Grelet, that he, Parot, was also guilty, and also said there was forgery in the business, to which Louis Grelet replied: "Oh! no; it is only embezzlement;" and to which said Parot answered, "Oh! yes: I know there is forgery." M. Emanuel Tenander, the agent for the plaintiffs, makes affidavit that said Louis Grelet, since his arrest in the city of New-York, has told him that he, said Louis Grelet, said Carpentier and Guerrin, had committed 5,513 shares of the said capital stock of the said company and the coupons thereof, and he described to the affiant the manner in which the certificates were stolen and the shares disposed of, and to what extent he and said Carpentier, on their joint account, committed the thefts, and to what extent Guerrin had done so. That a list of 5,513 of said embezzled shares in the handwriting of said Louis Grelet, was, as the deponent was informed and believes, found in the possession of the said Louis Grelet, and that said Louis Grelet informed him that the said list was a list of shares of said stock which was embezzled, and that the certificates whereof were taken by him and said Carpentier and Guerrin, and that the said list was made up by him. From these facts I can have no doubt that the defendants, Carpentier, Louis Grelet and Auguste Parot, have been guilty of wrongfully taking, detaining and converting the property of the plaintiffs. That they have been guilty of a fraud, in concealing and disposing of the property, for the taking, detention and conversion of which this action is brought; that the said defendants have been properly arrested, and ought not to be discharged. In reference to the defendant Eugene Grelet, I am unable to find any fact alleged against him, establishing his complicity in this fraud. There are circumstances, which look like knowledge of what his brother, Louis Grelet, had been doing, but no act of his tending to show his guilt, or any declaration by either of the actors, tending to implicate him. True it is that formerly he was in the employ of the plaintiffs, but he left that employment long before the development of the acts of fraud committed by the other defendants, and from aught I see in the papers, before any of these frauds were actually committed. Another circumstance of suspicion, is that he came to this country with his brother and the other defendants, and was arrested with them here. He explains this naturally, by the statement that he was out of employment in France—that his brother informed him that he was coming to America, and that he asked and obtained permission to accompany him, in the hopes of procuring employment in this country more readily than in France. All this is compatible with the entire innocence of Eugene Grelet, and I do not find anything in the other circumstances narrated to countervail them. As to Felicité Debud, the quasi relation of wife, which she sustained to the defendant, Parot, might well account for her accompanying him to this country, and being found with him. I do not regard as much evidence of her complicity in the frauds practised upon the plaintiffs, her acts and declarations in regard to the Hotel No. 4 Rue Grenelle in Paris. I think I see a motive why the defendant, Parot, wished to make it appear that that was her property and not his, disconnected entirely from any fact or circumstance affecting the plaintiffs or their property. I have looked in vain through the papers for any fact connecting the defendant Debud with the property of the plaintiffs or with the frauds practised upon them. None of their property has been traced into her possession; nor is it shown that she ever had any of it, or the proceeds of any of it. No act of hers connecting her in any way with any of the defendants is shown, except her connection with the defendant Parot, and nothing in that appears incompatible with her entire innocence of any complicity with the frauds perpetrated upon the plaintiffs. The motion, therefore, to discharge the defendants Eugene Grelet and Felicité Debud from arrest in this cause is granted, on their stipulating not to commence any action for unlawful imprisonment: and the motion as to the other defendants is denied.

IMPORTANT TO BUSINESS MEN—POWER OF A BANK TO RETAIN STOCK FOR SECURITY OF DEBTS.

Anthony L. Hoquet vs. The Rensselaer County Bank.—This is an action brought by the plaintiffs to recover from the defendants the damages sustained by him, in consequence of their refusal to transfer to him twenty shares of the capital stock of said Bank, of the par value of $50, each standing in the name of William Lansing. The cause was tried by the Court, (a jury trial term being waived,) Oct. 24, 1856. The following facts were proved or admitted:

That the defendants were an association, organized under the General Banking Law of 1838, and the acts amendatory thereof, doing business at Lansingburg, in the county of Rensselaer. That William Lansing was an original subscriber to the articles for twenty shares, and certificate was issued to him therefor, being the same stock now claimed by the plaintiffs in these words:

No. 110.

"STATE OF NEW-YORK, RENSSELAER COUNTY, } LANSINGBURG, July 12, 1853. }

20 shares. This is to certify that William Lansing is the owner of twenty shares of fifty dollars each, of the capital stock of the Rensselaer County Bank, which are transferable by him *upon the conditions and subject to the restrictions* contained in the Articles of Association of said Bank, only upon the books of said Bank and upon the surrender of this certificate," and which was signed by the President and Cashier of said Bank. Section 2 of article 3 of said Articles of Association contained this provision: "The shares of the capital stock of the Association shall be deemed pledged, and held as security by the officers thereof, for the payment of all debts and liabilities of the owners thereof to the Association, and no transfer of any of said shares can be made until such debts and liabilities are discharged." And the Board of Directors were authorised, whenever any shareholder should owe a debt to the Association past due, to sell the shares of such delinquent stockholder, or sufficient to pay such indebtedness, and apply the proceeds to the payment of such debt.

In December, 1853, Lansing borrowed of the plaintiff $1,000, and delivered to him this certificate of stock, and a blank power of attorney for the transfer thereof as security for such loan. On the 7th of October, 1853, the defendants discounted a note for Lansing for $1,715 83, and which was protested for nonpayment on the 10th of April, 1854.

The defendants claim to hold this stock as being pledged to secure this debt to them, and the plaintiff claims that he is the owner thereof and that the defendants are bound to transfer the sum to him, and having refused so to do, are liable for the damages he has sustained by such refusal.

Geo. C. Genet, for plaintiff; S. P. Nash, for defendants.

DAVIES, Justice.—If the plaintiff is the owner of this stock, and is entitled to a transfer thereof on the books of the Bank, then the defendants are liable to [illegible]

[illegible] measure of damages is the value of the stock at the time of the demand and refusal, with interest. (Bank of Utica vs. Mersereau, 3 Barb. Ch. R. 528; Commercial Bank of Florida vs. Kortright, 22 Wend. 348.)

But did the plaintiff, by the delivery of the certificate and power of attorney, clothe the person assigned to him with any greater rights than those possessed by the assignor, and did he not take such transfer subject to all the equities which existed in favor of the assignor in the hands of the assignee?

While the general law of banks and banking is now the settled law of this State, that the shares of stock, like the one in this case, are not to be regarded as negotiable instruments, in the sense of the commercial laws, so that by their indorsement and delivery to a purchaser, in good faith, a title to the stock will thereby pass, as against the assignor, to the hands of the assignee; yet, where the corporation itself has never recognised the transfer.

This precise point was ruled by the Court of Appeals, in the case of The Mechanics' Bank vs. The New-York and New-Haven Railroad Company. In that case Judge Comstock says he sees no reason to doubt the power of a corporation to declare that the certificate shall not be negotiable in a commercial sense, or in any sense which shall give the purchaser a title superior to that of his vendor. That such a restriction is contained in the declaration in the by-laws of a corporation, and on the face of the certificate, that shares can be transferred only on the books of the corporation, and on the surrender of the evidence of the previous owner's title. That such a restraint is lawful, and one that the corporation had an undoubted right to impose.

The assignment and delivery of the certificate vest only in the assignee the equitable rights of the assignor; the change of title is incomplete until the proper transfer is made on the books.

The established rule now is that a transfer of stock not made in the manner prescribed, is nevertheless valid, so as to pass in equity all the rights of the seller, but no greater. (Angell & Ames on Corporations, 302, 303; 3d ed.)

Lansing at the time he received this certificate of stock, by his signature to the articles of Association, pledged the same to the Bank, so long as it stood on their books as his stock, and they had no notice of any transfer by him, as security for any debt he might owe the Bank, or for any liability which he might incur to it.

On the faith of this pledge, and without any notice of any rights acquired in the stock by any other person, the Bank on the 7th of October, 1853, discounted for Lansing a note, and they clearly had a right to hold the stock as security for its payment. When the plaintiff therefore in December following took the transfer of this stock he took it subjects to the equities existing against it in the hands of Lansing, and those were the precise pledge of it to the Bank for the liability he had incurred to it.

The correct rule on this subject is, I think, well explained by Chancellor Walworth, in the case of Commercial Bank of Buffalo vs. Kortwright, (*supra*,) page 354:

"An agreement to transfer certain specified shares, founded upon a good consideration actually paid therefor, or as actual hypothecation thereof, for the payment of a specified debt, but not intimated on the books of the company, although it does not transfer the legal title to the stock, is a good equitable transfer or hypothecation thereof, which will give to such assignee a preferable claim over any person who has not a prior equity, unless he has obtained a legal title to the stock by an actual assignment upon the books of the Corporation, without notice of such equity. This is upon the maxim that, when the equities of the parties are equal, and neither has a legal title, he who is first in time is stronger in [illegible] *prior est in tempore, potior est in jure.*"

In the case now under consideration [illegible] parties have the legal title to the stock, but the defendants have the prior equity, subject to which the plaintiff took the transfer, and that prior equity must prevail.

The precise point raised in this cause was decided by the Supreme Court of the United States, in the case of The Union Bank of Georgetown vs. Laird, 2 Wheat. Rep., 390, and is *in quatuor pedibus*, like the one now under consideration. Then the act of incorporation enacted "that the shares of the capital stock at any time owned by any individual stockholder shall be transferrable only on the books of the banks, according to such rules as may be, conformable to law, established in that behalf by the President and Directors, but all debts actually due and payable to the Bank by a stockholder, requesting a transfer, must be satisfied before such transfer shall be made, unless the President and Directors shall direct to the contrary." The certificate in that case was in the usual form, and declared that the shares were to be "transferrable at the said Bank by the said Patton, or his attorney on surrendering this certificate."

Patton had 50 shares of capital stock standing in his name on the books of the Bank. On the 24th of March, 1811, he obtained the certificate of stock from the officers of the Bank. On the 10th of March, 1811, the Bank discounted an acceptance of Patton, for one Smith, which was renewed, and the renewed acceptance protested for non-payment on the 17th July, 1811.

In January, 1811, Patton borrowed of the Bank $1,500, on a note indorsed by two others and Laird, and which was renewed from time to time, and fell due July 20, 1811.

On the 10th of July, 1811, Patton executed a power of attorney to Laird, authorising him to transfer the stock, and on the 23d of August, 1811, executed a deed of assignment of his stock to Laird.

Laird paid up to the Bank the note of Patton indorsed by him, and claimed of the Bank a transfer of the 50 shares to him. The Bank refused on the ground that the assignment to him was not a valid assignment, not being made on the books of the Bank, and upon the ground that the acceptance which Patton had failed to pay operated as a lien in favor of the Bank upon those shares, and refused to suffer the transfer to be made until that debt was paid. Laird filed his bill to compel the Bank to make the transfer, and the Circuit Court made a decree directed the transfer to be made. The Supreme Court reversed the decree of the Circuit, and directed the bill to be dismissed. Judge Story, in delivering the opinion of the Court, says: "No person, therefore, can acquire a legal title to any shares, except upon a regular transfer according to the rules of the Bank, and if any person takes an equitable assignment, it must be subject to the rights of the bank under the act of incorporation, of which he is bound to take notice. Under such circumstances, it must be held, that the shares are responsible for the debts due the bank."

I regard the case of Stebbins vs. The Phœnix Fire Insurance Co., 3 Paige, 350, as equally in point. In that case one Charles Mowatt, being the owner of 90 shares of the capital stock of the defendants, and its President, placed the same in the name of one James Donaldson, for the purpose of using his name at an election.

Mowatt afterwards became largely indebted to the defendants, and after such indebtedness had accrued he procured a blank power of attorney and assignment of said shares from a person of the name of Donaldson, and delivered the same to the plaintiffs in payment of, or as security for, a debt which he owed the Chemical Bank.

The defendants refused to permit the transfer to the plaintiff, insisting that they had a lien on the stock for the debt due to them from Mowatt.

A by-law of the defendants was passed in pursuance of authority conferred by the act of incorporation, which declared that no transfer or assignment of stock shall be valid unless made on the books of the Company. The Chancellor says in reference to this provision that "this does not give to the Company any claim upon the stock by way of lien. But *as the legal title* cannot pass until such transfer takes place, a purchaser without such transfer takes the stock subject to any equitable claim which may exist against it, either in favor of the company or any other person. When the equities are equal, and neither party has obtained the legal right to the stock, by an actual transfer upon the books of the company, according to the statute and the by-laws, the prior equity must prevail. (Bates vs. M. Ins. Co., 3 Johnson, lib. 238.")

The second claim of the 8th section of the defendants' act of incorporation declares that if the company has any claim or demand against a stockholder, either due or to become due, he should not be entitled to make any transfer sale or conveyance of his stock or receive a dividend thereon, until such claim be paid, &c. And the Chancellor held that the defendants were entitled to enforce their lien on the stock, and that it could only be directed by a *bona fide* purchaser, who had acquired title to the stock without any notice of the equitable lien.

Both these cases are referred to by Judge Comstock, in the opinion of the Court of Appeals, (*supra*,) with approbation, and as decisively settling the propositions, "that no legal title to shares could be acquired except by a transfer made according to the requirement, and that the equitable title of the transferee was subject to all the rights of the Corporation against the assignor." We have seen what the rights of the Corporation, the defendants, were against Lansing, the assignor, and he (the plaintiff) has not acquired the legal title to the shares, but only the equitable rights of Lansing, the assignor; those rights are subordinate to the prior equity of the defendants. They have the right, therefore, to sell the shares of stock standing on their books in the name of Lansing, and apply the proceeds thereof in liquidation of the debt due by him to them.

In the view which I take of this case, it is stronger against the plaintiff than either of the two cases referred to above, and for the reason, that the certificate on its face gave notice to the plaintiff of the rights and claims of the defendants, or at least such notice as should have put him on inquiry, before he took the certificate.

The certificate in this cause not only contained the clause that the stock was transferrable only on the books of the Bank, (like in this respect the cause cited above,) but this further very significant declaration that said stock was transferrable "upon the conditions and subject to the restrictions contained in the articles of association of said Bank."

Was not this full and ample notice to all receiving such a certificate, that its transfer was subject to conditions and restrictions contained in the articles of association, and would not and could not be made unless they were complied with. And if the plaintiff chose to take the certificate without inquiry as to what those conditions and restrictions were, it seems to me he has unjust cause of complaint, that the defendants refuse to transfer the stock until these conditions and restrictions be complied with. They were made for their protection—the stock was issued upon the agreement contained in the articles of association, and hypothecated by the party receiving it for the purpose of the defendants' security, and they gave notice to all the world, that the stock could be [illegible]

The News from Nicaragua.

It is to the last degree difficult to distinguish between actual and unreasonable facts about the Nicaragua question. On Saturday we gave the Nicaragua version of the matter, which was then reported as in every way the only one that left WALKER a possession. The whole country, with the exception of a few outlying districts, was already known to be under WALKER's control, and the capital was in his hands. Such was the statement of the Nicaragua Government, and such was the report that we published. Yesterday, however, we received a telegraphic dispatch from Mr. MARCOLETA, the Minister of Nicaragua at this city, and for the relief from the anxiety which we had been suffering, we were indebted to the Nicaragua Government. Mr. MARCOLETA's dispatch was dated Washington, Monday, and was as follows:

"I have just received a telegram from the Government of Nicaragua, announcing the capture of Granada by the Nicaraguan forces, and the flight of the invaders. The latter are completely routed, and the country is entirely free from them. The Government will soon be established in the capital, and will then call the Constituent Assembly together."

This is very different from the account which we published on Saturday, and we are glad to say that it is confirmed by the dispatches received from Washington. Mr. MARCOLETA is a gentleman of high character, and his statement may be relied on as entirely correct. We have no reason to doubt the truth of the telegram which he received from his Government, and we are glad to say that the latest accounts from Nicaragua are favorable to the cause of WALKER.

The Constitutional Convention of Nicaragua has been called together, and will soon be in session. The Convention will, of course, be composed of the friends of WALKER, and will be ready to do whatever he may desire. We have no reason to suppose that WALKER will not be elected President, and that he will not be able to maintain himself in power. The Convention will, of course, ratify the acts of WALKER, and will confirm the decrees by which he has confiscated the property of the enemies of the Democratic party. We have no reason to suppose that WALKER will not be able to maintain himself in power, and to establish a government which will be permanent and prosperous. We have no reason to suppose that WALKER will not be able to maintain himself in power, and to establish a government which will be permanent and prosperous. We have no reason to suppose that WALKER will not be able to maintain himself in power, and to establish a government which will be permanent and prosperous.

The Boulton Convention.

The Southern Commercial Convention adjourned on Friday night, to meet at Knoxville some time next August. The action of this body will, no doubt, be looked upon with interest throughout the country, and its proceedings will be carefully scrutinized by those who are opposed to the extension of Slavery. The Convention will have a large body of Southern and Northern men, and will be composed of the most influential men of the South. Its proceedings will be reported by the telegraph, and will be published in the newspapers throughout the country. The Convention will, therefore, be a very important one, and will be watched with great interest by the friends of Freedom and Slavery.

The Convention will, we suppose, be composed of men who are in favor of the Democratic party, and who are opposed to the Republican party. It will, therefore, be composed of men who are in favor of the election of BUCHANAN, and who are opposed to the election of FREMONT. It will, therefore, be composed of men who are in favor of the election of BUCHANAN, and who are opposed to the election of FREMONT. It will, therefore, be composed of men who are in favor of the election of BUCHANAN, and who are opposed to the election of FREMONT.

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PUBLISHERS' ANNOUNCEMENTS.

NEW PUBLICATIONS.

THE GREAT JUBILEE BOOK.

THE GREAT JAUBERT MUSEUM OF GODEY'S LADY'S BOOK.

**THE GREAT JAUBERT MUSEUM OF WOMAN'S WOR

BUSINESS CHANCES.

PROFITABLE AND HONORABLE EMPLOYMENT FOR EVERY MAN IN TOWN.—Call at 7 HONE BOX No. 1,451 New-York Post-Office. This employment will not interfere with present occupation. Address by letter, stating where seen this notice.

TO CAPITALISTS.—A gentleman of long experience in the manufacture of Fancy Goods, Toys, &c., wishes to form a connection with a party having a capital of $10,000 to $20,000, to manufacture and introduce a new article. Address, with full name, HENRY HERMAN, No. 37 Tompkins-place.

THE SUBSCRIBERS HEREBY GIVE NOTICE that they have dissolved partnership this day by mutual consent. All persons indebted to the late firm of Hall & Hoge are requested to call and settle their accounts at the old stand, No. 11 Maiden-lane.

GEORGE HALL,
JAMES HOGE.

New-York, Nov. 1, 1856.

THE BUSINESS HERETOFORE CARRIED ON by the undersigned, under the firm of Hall & Hoge, will hereafter be continued by the undersigned, GEORGE HALL, at the old stand, No. 11 Maiden-lane.

New-York, Nov. 1, 1856.

THE BUSINESS HERETOFORE CARRIED ON by the undersigned, under the firm of Hall & Hoge, will hereafter be continued by the undersigned, JAMES HOGE, at No. 11 Maiden-lane.

New-York, Nov. 1, 1856.

THE COPARTNERSHIP heretofore existing between the undersigned, under the firm of Hall & Hoge, is this day dissolved by mutual consent.

GEORGE HALL,
JAMES HOGE.

New-York, Nov. 1, 1856.

PIGHTEENTH WARD REPUBLICAN ASSOCIATION.—The members of the 18th Ward Republican Association are requested to meet at the Hall, No. 315 Bowery, THIS (Saturday) EVENING, Nov. 1, at 7½ o'clock, for the purpose of selecting delegates for the ensuing year.

HOMER FRANKLIN, President.
RICHARD WHEELER, Secretary.

THE FOURTH WARD REPUBLICAN ASSOCIATION will hold a regular meeting on MONDAY EVENING, Nov. 3, at 7½ o'clock, at the Hall, No. 49 Bowery.

By order.
HY. H. HUDLAT, President.
P. T. KELLY, Secretary.

FIFTEENTH WARD.—THE MEMBERS OF the Republican Association of this Ward are requested to meet at Stuyvesant Institute, No. 659 Broadway, THIS (Saturday) EVENING, Nov. 1, at 7½ o'clock.

By order of
A. T. TOWNSEND, President.
CHARLES CHENEY, Secretary.

FIFTEENTH WARD REPUBLICAN ASSOCIATION.—A meeting will be held on MONDAY EVENING, Dec. 1, at No. 81 Avenue D, at 7½ o'clock. The attendance of every member is particularly requested.

JOHN LOUIS, Vice-President.

BUSINESS CHANCES.

PROFITABLE AND HONORABLE EMPLOYMENT for a few persons of character, in a light and pleasant business. Call at 7 HONE BOX No. 1,451 New-York Post-Office.

FOURTH WARD REPUBLICAN ASSOCIATION.—The members of the Fifth Ward and Fremont and Dayton Clubs are invited to meet the officers of the Association, at No. 64 Varick-st., on MONDAY and TUESDAY next, the 3d and 4th inst., at 7 o'clock P. M., to assemble to the new Constitution.

By order of
T. C. LEAKIN, } Secretaries.
A. C. HICKMAN, }
J. J. KENNEDY, President pro tem.

THE MEMBERS OF THE FIFTEENTH Ward Rocky Mountain Club are requested to meet, MONDAY EVENING, Dec. 15, at 7½ o'clock, for the purpose of selecting officers for the ensuing year, and delegates to the General and Young Men's Committees.

CHARLES A. DANA, President.

THE SUBSCRIBERS HEREBY GIVE NOTICE that they have dissolved partnership this day by mutual consent. All persons indebted to the late firm of Hall & Hoge are requested to call and settle their accounts at the old stand, No. 11 Maiden-lane.

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New-York, Nov. 1, 1856.

THE COPARTNERSHIP heretofore existing between the undersigned, under the firm of Hall & Hoge, is this day dissolved by mutual consent

AUCTION SALES.

ELEGANT SUITE OF CABINET FURNITURE, ETC.—POSITIVE SALE OF WEDNESDAY, THURSDAY AND FRIDAY, DEC. 17TH, 18TH AND 19TH, AT THE RESIDENCE, NO. 30 WEST 23D-ST., NEAR 6TH-AV., COMMENCING AT 10 O'CLOCK EACH DAY.

Comprising the newest, best and most fashionable style of goods offered at auction this season, and will positively be sold to make room for improvements in the building. PARLOR, DRAWING-ROOM, LIBRARY, and DINING ROOM FURNITURE.

The entire suite WARRANTED of seasoned materials, and from Mr. Stoney's experience of 15 years as a cabinet maker and as a practical upholsterer, he is a guarantee of his workmanship.

Consisting of magnificent carved rosewood parlor suites, in damask, satin brocatel, and reps; fantasie fancy chairs, étagères; centre tables, with Italian marble tops, of the latest Parisian styles.

Elegant Rosewood, with enamelled and gilt ornaments, of the style of Louis XIV.; Elizabethan and gothic; dressing bureaus and wash stands to match; mirrors; a piano, &c.

Handsome Rosewood, consisting of oak and rosewood extension dining tables, sideboards, hanging; butler, with Italian and Verona marble coal, and elaborately carved; extra fine chairs, &c.

Also, a fine assortment of mahogany and black walnut furniture, in every variety.

Terms—Under $100, cash; over $100 and under $500, 60 days; over $500, four months' approved indorsed notes. Can be examined any time previous to sale.

ANTHONY J. BLEECKER & CO., Auctioneers.

WILL SELL, THIS DAY, DEC. 15, AT 10 o'clock, at the Merchants' Exchange, for account of whom it may concern:

200 shares Manchester Manufacturing and Mining Company of Maryland.

50 shares Cleveland & Pittsburg Mortgage 7 per cent. Bonds.

$5,000 Milwaukee and Horicon R.R. 1st Mortgage 7 per cent. Bonds.

$5,000 Sacramento City 10 per cent. (Funded Loan) Bonds.

$5,000 Cleveland and Pittsburg R.R. 7 per cent. Dividend Bonds.

5 shares American Express Co.....$100 each

5 shares American Coal Co., of Maryland.....$25 each

10 shares Atlantic Bank.....$100 each

10 shares Seventh Ward Bank.....$50 each

10 shares Citizens' Fire Insurance Co.....$25 each

10 shares Columbia Fire Insurance Co.....$50 each

10 shares Fire Insurance Co.....$50 each

10 shares.....$17 each

10 shares.....$70 each

10 shares.....$70 each

10 shares.....$15 each

10 shares.....$20 each

10 shares.....$50 each

Terms of Sale—Two per cent. down, and the balance before 1 o'clock to-morrow. The agreement interest on all the bonds will be charged to the purchaser. Next regular sale on THURSDAY, Dec. 18.

ALBERT H. NICOLAY, Auctioneer and Banker, No. 4 Broad-st.

WILLIAM T. BOYD, Auctioneer.

BY GEO. NICHOLS—SPLENDID HOLIDAY PRESENTS, GILT AND CHINA TEA SETS, FINE VASES, PLATED WARE, &c.—GEO. NICHOLS will sell at auction, on MONDAY, Dec. 15, at 10 o'clock, by order of consignees, the balance of superior fine goods and fine gold jewelry, remaining unsold from last sale, comprising the most valuable portions and worthy the attention of dealers and consumers; among which is valuable gold and silver watches, of the manufacture of Tompion, Tobias, Johnson, Cooper and others, in hunting and plain cases; beautiful set earrings and pins for breastpin; ladies' and gentlemen's gold watches; gold chains, studs and sleeve buttons, &c., &c., in endless variety, 18 carat fine solid fob, vest and neck chains, chatelain da., for opera and ladies' silver ware, plated goods, card, fruit and cake baskets, French clocks, table goods, such as table, dessert and tea spoons, do. forks, mustards, &c., &c. English table cutlery in sets of 51 pieces; a splendid line of about 100 sets of double and single locks, cases, &c.

E. PERSON, Attorney for Assignees.

ANTHONY J. BLEECKER & CO., Auctioneers.

CHOICE RESIDENCE AND PRIVATE PLACE PROPERTY.—ANTHONY J. BLEECKER & CO. will sell to the highest bidder, at the Merchants' Exchange on TUESDAY, the 16th day of December, at 12 o'clock, those valuable lots of ground situated on and near to the southwesterly corner of Cedar-st. and Trinity-place, comprising the whole, upwards of 101 feet on Cedar-st. and 90 feet in Trinity-place, in front. The proximity of this property to those great thoroughfares, Broadway and Greenwich-st., (being but 280 feet distant from the one and 180 from the other,) its accessibility from either of the rivers and Wall-st. and its availability for any business requiring a location in the heart of the business portion of the City, render it exceedingly valuable. Terms liberal. Maps of property, and farms now, for sale and further particulars apply to the auctioneers, 7 Broad-st.

SAMUEL OSGOOD, Auctioneer.

FURS, FURS, FURS AND ROBES AT AUCTION.—SAM'L OSGOOD & CO. will sell, at No. 37 Exchange-pl., TO-MORROW (Tuesday), at 10½ o'clock, the best manufactured assortment of furs offered at auction this season, comprising real mink, sable, stone marten, Russian fitch, Russian squirrel and other furs, manufactured in boas, capes, half capes, victorines, cuffs, muffs, collars, gloves, &c.

Also, buffalo, wolf, gray fox and other sleigh robes. Particulars in private catalogues.

M. DOGGETT, Auctioneer.

HOUSEHOLD FURNITURE, PIANO, &c., on TUESDAY, 16th, at 10½ o'clock, at No. 126 West 20th-st., corner of 6th-av., the handsome and modern parlor suite, in brocatel and hair-cloth, centre, card and side tables; oil paintings, mirrors, piano-forte, curtains, bronzes, vases, mantle clocks, dining and bedroom furniture, in suites complete, hair mattresses, feather beds and bedding, blankets, China, crockery and glass ware, kitchen utensils, &c. The whole to be peremptorily sold without reserve.

WILLIAM IRVING, Auctioneer.

WILLIAM IRVING & CO. WILL SELL AT auction on MONDAY, Dec. 15, at their Salesrooms, No. 7 Pine-st., by order of J. F. Delmonico, Attorney for Mortgagee, an assortment of diamond jewelry, gold and silver watches, &c., being the entire stock of an importer, consisting of 50 gold watches, 30 silver ditto, bracelets, necklaces, fob, guard and vest chains, rings, pins, breastpins, &c., forming a fine chance for the trade and others.

WILLIAM T. BOYD, Auctioneer.

BY GEO. NICHOLS—SPLENDID HOLIDAY PRESENTS, GILT AND CHINA TEA SETS, FINE VASES, PLATED WARE, &c.—GEO. NICHOLS will sell at auction, on MONDAY, Dec. 15, at 10½ o'clock, and on TUESDAY, Dec. 16, at 10½ o'clock, a splendid line of goods for holiday presents, gilt and china tea sets, rich China and gilt vases, card and cake baskets, ladies' reticules, port monnaies, French clocks, and an endless variety of fancy goods.

E. B. FRANKLIN, Auctioneer.

AUCTION NOTICE.—SALE BY ORDER OF EXECUTORS.—We invite the special attention of all those about going to housekeeping to the large sale of rich and costly furniture to be made THIS DAY, at 11 o'clock A. M., at the house No. 239 West 14th-st., the whole of the elegant and costly furniture, recently made to order, having cost upwards of $16,000. Particulars in *Herald* and *Tribune* and *Times*.

ANTHONY J. BLEECKER, Auctioneer.

CROCKERY, CHINA, GLASS AND PLATED WARE, from the shelves of Henry G. Evans, 6 Liberty-street, will sell, on TUESDAY, Dec. 16, at 10 o'clock, a full assortment of best white granite and common ware, cut and plain glassware; also, balance of invoice of hollow-ware goods. Sale positive. Goods carefully repacked for shipping.

J. & H. BARTLETT, Auctioneers.

LARGE SALE OF CROCKERY, GLASS, CHINA AND FANCY GOODS, FOR THIS HOLIDAYS.—By J. & H. BARTLETT, TUESDAY, Dec. 16, at 10½ o'clock, No. 107 Bergen-st., between Hoyt and Bond-sts., South Brooklyn, a general assortment of first-class parlor, bedroom, dining room, and kitchen furniture.

AUCTION NOTICE.—RETAIL STOCK OF CROCKERY, glass and China, by W. W. SHIRLEY, THIS DAY, Dec. 15, at 10½ o'clock, at No. 110 Gold-st., near Myrtle-av., a large stock worthy the notice of retail grocers. Fixtures and two years' lease of store.

INSTRUCTION.

TO YOUNG MERCHANTS, &c.—A SYSTEM of book-keeping, which can be applied in practice in any counting-house, and is calculated for any business, however complicated, may be acquired in a single series of private lessons at GOLDSMITH'S writing and book-keeping academy, No. 363 Broadway. The style of penmanship taught by Mr. GOLDSMITH are admitted to be unequaled, and his establishment, embracing a suite of five elegantly furnished and spacious parlors, is better adapted for private tuition than any other in this country.

$10.—BOOK-KEEPING, WRITING, ARITHMETIC.—Mr. DOLBEAR, No. 499 Broadway, forms the largest Commercial Academy in New-York, and being ably assisted by an accomplished practical bookkeeper, guarantees to qualify students for business in a superior practical manner. They will become quick in figures, rapid business writers, and practical book-keepers. Circulars sent, this day, secrets of success in each branch for $10.

CLASSICAL, FRENCH AND ENGLISH SCHOOL.—No. 594 Broadway, corner of 12th-st. There are four departments, viz: Primary, Junior, English and Classical. Superior assistant teachers and a teacher of Gymnastics. Circulars at the school, at RANDOLPH'S, cor. Broadway and Astor-pl., and at No. 152 5th-av.

GEO. C. ANTHON.

CLASSICAL AND ENGLISH SCHOOL, No. 680 BROADWAY.—The discipline is mild, but decided; the education imparted is thorough. The school is under the sole charge of the subscriber, except in the French department. For particulars, apply as above, No. 680 Broadway, second floor.

R. S. WIGGINS, A. M.

BOOK-KEEPING, WRITING, ALGEBRA, ARITHMETIC, &c.—Taught every day and evening at Mr. RAINE'S, No. 49 Bowery, New-York, and No. 106 Fulton-st., Brooklyn. Ladies' writing-classes $3 15 lessons, including stationery. Gentlemen by the month or quarter.

HUDSON RIVER INSTITUTE—AT CLAVERACK, Columbia Co., N. Y., 8 miles east of Hudson. Board, washing, fuel and tuition, in common English, $25 per year. Winter Term commences Jan. 5. For circulars, address C. H. GARDNER, Principal.

MRS. BENEDICT'S BOARDING AND DAY School for Young Ladies reopened Sept. 17. No. 4 West 37th-st., two doors from 5th-av.

BOOK-KEEPING AND CHECKS SERIES.—CONSIST of Set of Books, Blanks, Checks, Drafts, &c., and Key to same, by NICHOLAS F. DEVOE, Esq., 1 and 3 Jay-street. Price, complete, reduced.

HOUSES AND LOTS FOR SALE.

FOR SALE OR EXCHANGE—FOR WESTERN property, well situated, three new three-story brick houses and lot, on Hunterspoint Avenue, Queens county, near Brooklyn, Bernard Island, improvements, title of fee, perfect, and in the best manner.

P. G. BUCKLEY, No. 9 Wall-st., basement.

$8,000.—FOR SALE—ONE OR TWO OF two and two-story brick houses and lots, Nos. 170 and 172 West 27th-st., near the 6th-av. These will be sold low for cash. They are only one year built, and in perfect order. For terms, &c., apply to EDWARD D. JAMES, No. 26 Nassau-st., or on the premises.

GREAT BARGAIN.—A HANDSOME THREE-story brick house and lot in State-st., near Fulton-av., Brooklyn; house cost $6,200, and is in perfect order. Price $5,100—$1,100 cash; balance mortgage.

A. J. BLEECKER & CO., No. 1 Broad-st.

FOR SALE—THE 3 STORY AND HIGH BASEment brick houses, No. 38 West 27th-st.; also, the splendid brown-stone house on 21st-st., near 5th-av

SAMUEL EDDY, No. 2 Hanover-st.

HOUSES TO LET.

TO LET—AT A VERY LOW RENT, A GENTEEL three-story brick house, No. 97 Sheriff-st., on the south side, between Van Brunt and Columbia-sts., near the ferry. To a good tenant will be rented at $200 per annum. Apply to EDWARD D. JAMES, No. 26 Nassau-st.

TO LET OR LEASE—WITH IMMEDIATE possession, a four-story building, with cellar, well lighted, 40 by 120, suitable for a manufactory or storage in rear of Nos. 14 to 24 1st-st., between the Bowery and 2d-av. Inquire of G. W. EDWARDS, No. 201 Christie-st.

TO LET—TO A SMALL FAMILY, THE SECOND story of house No. 41 Eldridge-st. There are two parlors, one bedroom and kitchen, with Croton and sink connected with sewer. Possession can be had immediately. Inquire on the premises.

TO LET—THE BASEMENT OF STORE NO. 69 William-st., between Pine and Cedar sts., suitable for any mercantile or light mechanical business, or offices. Inquire on the premises of JOHN W. AMERMAN.

FARMS FOR SALE.

KEEN S. PIKE. PIKE & BACON. L. P. BACON.

WESTERN LAND AGENTS,

LA CROSSE, WISCONSIN.

New-York Agency at the office of CLARK & WILLIAMSON, Bankers, No 22 William-st. The undersigned have established a branch of their house at New-York, as above, where one of the firm will be found for the purpose of buying, selling and locating western lands. We have on hand a large quantity of lands located by ourselves, in Wisconsin, Iowa and Minnesota, a portion being on the lines of the proposed railroads, which we will sell or exchange for City property, railroad stocks, or other marketable securities. Address, care of CLARK & WILLIAMSON, No. 22 William-st.,

PIKE & BACON.

FARMS FOR SALE VERY CHEAP IN Lumberland Village, Sullivan Co., N. Y., four miles from Shohola Depôt, Canal and Delaware River; 300 acres, 70 improved, 70 natural meadow, no waste land, good water-power, 10 feet fall; wagon and blacksmith shop, house, barn; price $2,800. $1,500 cash. 2,000 cords of wood. Rare place in the country for a grist, lath and saw mill; good place for a store and boarding house. 50 other farms cheap, 50, 100, or 5,000 acres unimproved land in different directions. Mills and water-power, coal and timber land, country seats, village and City property, for sale and exchange. Apply to J. VANDERBILT, No. 57 Fulton-st. Office open from 8 to 8. Patronage solicited in the real estate business.

FOR SALE OR EXCHANGE FOR CITY PROPERTY.—A country-seat at Flushing, on White Stone-av., new house and out-buildings, built in the best possible manner with all the modern improvements, commanding a fine view of the East River, with from 20 to 60 acres of the best land in Queens County. Also several fine building sites on the East River. Apply to E. HANFORD, No. 5 Beekman-st.

STEAM POWER.

STEAM POWER TO LET.—AT THE EMPIRE Works, foot of 24th and 25th sts., East River. These Works, erected expressly for mechanical purposes, are peculiarly adapted for either heavy or light machinery; the engines are of 1,000 horse power, and the whole establishment is fitted up in a manner unsurpassed in this country. For terms, &c., apply at the Office on the premises.

STEADY POWER—IN THE DEPOT BUILDing corner of Elm and Franklin sts., one square from Broadway. Croton water, gas, water closets, and every convenience. Inquire of T. BENNETT, on the premises. Heated by steam pipes.

STEAM POWER TO LET—IN LIGHT AND airy rooms, in a new building in Cliff-st. Apply to J. C. HULL & SON, No. 109 Cliff-st.

MUSICAL INSTRUMENTS.

HAINES BRO'S., PIANO-FORTE Manufacturers, Have removed from No. 116 3d-av. to THEIR NEW MANUFACTORY AND WAREROOMS Nos. 326 to 334 3d-av., corner 21st-st., New-York, Where, with their increased facilities, they will keep constantly on hand a full assortment of their CELEBRATED PIANO-FORTES, which they offer on the most favorable terms FOR CASH OR APPROVED PAPER.

DEPOT of the celebrated ALEXANDER ORGANS, NO. 91 DEY-ST.

A full assortment of these instruments are offered for sale, on the most favorable terms of the trade, by A. BERNARD.

Also, Busson's Accordeons, Violin Strings, &c., &c.

PIANOS AND MELODEONS.—THE HORACE WATERS modern improved Pianos and Melodeons are to be found only at No. 826 Broadway. Pianos to rent, and rent allowed on purchase; for sale on monthly payments. Second-hand Pianos from $80 to $150; Melodeons $60 to $125.

Says the *Christian Intelligencer*: "The Horace Waters Pianos, for elegance of construction, superior depth and sweetness of tone, were pronounced by competent judges at the Crystal Palace, to be in all respects masterpieces of mechanical skill. Having inspected a large number of these Pianos, we can speak of their merits, from personal knowledge, as being of the very best quality."

GOLD MEDAL PIANOS!—STEINWAY & SONS have again been awarded the First premium at the late Fair of the American Institute, New-York; and also the first Premium Gold Medal at the late Fair of the Maryland Institute, Baltimore, in addition to the three already received, making five first prize medals within the last 18 months. No. 84 Walker-st.

BEAUTIFUL PIANOS FOR HOLIDAY PRESENTS.—The warerooms of T. GILBERT & CO. are now full of superb instruments, and will be sold at reduced prices and upon easy terms.

H. E. MATHEWS, Nos. 419 and 421 Broadway, corner of Canal-st., and No. 266 Fulton-st., Brooklyn.

BARGAINS.—BOSTON PIANOS, WITH NEW scale, iron frame, patent suspension bridge, from HALLET, DAVIS & Co's. celebrated Manufactory, at reduced prices for cash. MASON & HAMLIN'S Premium Model Melodeons and Harmoniums, in every style. New 7-octave Pianos, Melodeons and Harmoniums for rent, with rent applied if purchased. S. T. GORDON, 297 Broadway.

GREAT IMPROVEMENT IN PIANO-FORTES.—Messrs. LIGHTE NEWTON & BRADBURYS, No. 421 Broome-st., respectfully invite attention to their Piano-fortes, constructed with the patent arch wrestpank, which is undoubtedly the most substantial improvement ever introduced into this instrument.

A LARGE ASSORTMENT OF BOSTON and New-York Pianos, in plain and carved cases, at low prices. Excellent second-hand Pianos, but little used; Gilbert Boudoir 7-octave, at $175, others at $100, $90, $50, and $15. Pianos to let.

T. S. BERRY, No. 441 Broadway.

MR. BINGHAM'S SCHOOL FOR 30 BOYS.—White House, Sing, Classical Gymnasium. This School is designed to be preeminently select, thorough and excellent in every respect. A Primary Department is attached for the same number of smaller boys. The rooms are lofty and large, and provided with every comfort.

GREAT BARGAIN.—GRAND DIAGONAL 7-octave rosewood Piano, elegant case and superior tone, made by one of the best makers, and warranted. Cost $500—will be sold for $300. Been used a few months. Can be seen at No. 141 9th-st.

RAVEN, BACON, & CO., SUCCESSORS TO BACON & RAVEN, Piano-forte manufacturers, WAREROOM No. 135 Grand-st., near Broadway, WHERE a full assortment of instruments may be found, exclusively of our own manufacture. Warranted in every respect.

BEAUTIFUL-TONED ROSEWOOD PIANO-Forte, double round. For sale cheap at the private residence of J. W. FIELDER, No. 113 Lexington-av. Can be seen at any time.

T. H. CHAMBERS' PIANOS.—PIANOS FOR sale, repaired and to rent. Second-hand Pianos at $90, $100 and $125, by T. H. CHAMBERS, No. 286 Broadway.

STATIONERY.

STATIONERY, BLANK BOOKS, &c. WILLIAM E. HAWS, No. 148 Canal-st., corner of Thompson, N. Y., BRANCH OF E. O. ROOT, ANTHONY & CO. Keeps constantly on hand a general assortment of STAPLE and FANCY STATIONERY, Account Books, Writing Papers, Law and Commercial Blanks, Notes, Drafts, Bills of Exchange, &c. Printing of all kinds executed to order. N. B.—Particular attention paid to the manufacture of Blank Account Books, and to BANK PRINTING. Checks, Bill Heads, Circulars, &c., lithographed to any pattern, in the neatest manner.

ACCOUNT BOOKS AND STATIONERY, FRANCIS & LOUTREL, No. 77 Maiden-lane, solicit orders from new and old firms. Books made to pattern. Engraving and printing executed in best style; writing papers, copying presses, manifold letter writers, Diaries for 1857, fine stationery articles for presents, &c., &c.

BLANK BOOKS AND STATIONERY FOR 1857.—New and old firms requiring blank books with which to commence the new year can be furnished with sets, or parts of sets, made of first-class paper, in stock or made to order, ruled to any pattern, at the shortest notice, and at reasonable rates, by

SLOTE & JAMES, Stationers and Account-Book Manufacturers, No. 98 Fulton-st.

A general assortment of Stationery constantly on hand.

1857.—ACCOUNT BOOKS, STATIONERY, &c.—All requiring Account-Books, Stationery, Printing, &c., for the New Year, are invited to examine our stock. Blank Books made to order; also, a large stock on hand. Stationery of every description. Printing and Lithography in every variety executed with despatch, at low prices, by BIGELOW BROTHERS, Printers, Stationers and Account-Book Makers, No. 97 William-st. Diaries for 1857, in stock and to order.

FINANCIAL.

REMITTANCES TO ENGLAND, IRELAND, SCOTLAND AND WALES, in sums to suit purchasers, on the UNION BANK OF LONDON, LAFONKAIN & TAYLOR, Scotland, AND BELFAST BANKING COMPANY, Ireland, In sums from £1 upwards, at 95 per £. Address, TAYLOR, BROTHERS, Bankers, No. 76 Wall-st., New-York.

COLLECTIONS IN GALVESTON, TEXAS. NOTES AND DRAFTS, payable in the above city, collected for a commission of one-quarter of one per cent. Prompt and careful attention given to the collection of notes, drafts and appearances in all the principal cities and towns of the United States and Canadas. Bills of the Commercial and Agricultural Bank of Galveston redeemed by KISSAM & PETERS OF CREDIT, Bankers, No. 52 Wall-st.

REFERENCES—Bank of America, National Bank, Leather Manufacturers' Bank and Shoe and Leather Bank.

BROWN BROTHERS & CO., No. 69 Wall-st., ISSUE MERCANTILE AND TRAVELING Available in any part of the world.

J. T. VANDERHOOF, STOCK COMMISSION BROKER, No. 17 William-st. Loans negotiated.

BONDS OF THE MILWAUKEE AND HORICON RAILROAD CO.—The subscribers offer for sale, in sums of $1,000 and upwards, $100,000 of the first mortgage, 8 per cent. convertible, sinking fund bonds of this Company, forming a portion of its only issue of bonds, amounting to $450,000, and secured by a first mortgage on forty-two miles of the road, and all its real estate and rolling stock. Thirty of these forty-two miles are completed, at a cost of over $600,000, and all the materials for the remaining twelve miles (the greater part of which is graded) are already purchased, and the Company's Conference at Milwaukee.

Of these $450,000 of bonds about $170,000 have been disposed of, and it is proposed now to sell $100,000 more, and to retain the balance until the proceeds shall be actually required by the Company. Applicants will be furnished with an exhibit of the Company's affairs, a map of the road and other information by the subscribers.

A. J. BLEECKER & CO., No. 7 Broad-st.

OFFICE OF THE ILLINOIS CENTRAL RAILROAD CO.; No. 60 WALL-ST., NEW-YORK, Dec. 9, 1856.

NOTICE IS HEREBY GIVEN TO THE Stockholders of this Company that an installment of five dollars ($5) on each share of the capital stock of the Company, on which twenty-five dollars per share has been heretofore assessed, has been made payable on or before the 16th day of January next, at the office of the Company, No. 50 Wall-st., New-York.

The Transfer Books will be closed on the 8th of January, and opened on the 22d. By order of the Executive Committee. J. N. PERKINS, Treasurer.

Interest at the rate of seven per cent. will be charged on all installments paid after the 15th January from that date.

CITY AND COUNTY BONDS FOR SALE.—Cleveland City 7 per cent. bonds, Water Loan.
Detroit City 7 per cent. bonds.
Milwaukee City 7 per cent. bonds.
Chicago City 7 per cent. bonds.
New-Orleans 6 per cent. bonds.
Cincinnati 6 per cent. bonds.
San Francisco 10 per cent. bonds.
St. Louis County 7 per cent. bonds.
Mobile County 7 per cent. bonds.
For sale by DUNCAN, SHERMAN & CO., Corner of Nassau and Pine sts., New-York.

THE FARMER'S LOAN AND TRUST COMpany will receive until SATURDAY, the 27th day of December instant, sealed proposals for the sale for cash of seven of the First Mortgage Sinking Fund Bonds of the Milwaukee and Horicon Railroad, such proposals to be opened at 12 o'clock, on the said 27th day of December, and the cash will be paid on the following Monday, to the party offering at the lowest price.

D. D. WILLIAMSON, President.

NEW-YORK CENTRAL RAILROAD SEVEN PER CENT. BONDS.—The undersigned offer for sale the 7 per cent. Coupon Bonds of this Company, (late issue,) having twenty years to run; interest payable semi-annually, on the first days of February and August, at the Company's Agency in this City.

DUNCAN, SHERMAN & CO.

MONEY TO LOAN ON BOND AND MORTGAGE, and titles of Real Estate carefully examined, at reduced rates. Apply to FREDERICK E. WESTBROOK, Counselor at Law, No. 5 Tryon-row, opposite the Register's Office.

BANK NOTICES.

BANK DEPARTMENT, STATE OF NEW YORK.—ALBANY, Dec. 6, 1856.—The ADDISON BANK has this day filed, in this office, a notice of the appointment of JOHN THOMPSON, (No. 2 Wall-st.,) in the City of New-York, agent for the redemption of its circulating notes, agreeable to the act entitled "An act to amend the several acts relating to Incorporated Banks, Banking Associations and Individual Bankers," passed April 17, 1851. JAMES M. COOK, Superintendent.

IRVING SAVINGS INSTITUTION, NO. 96 Warren-st., near Greenwich-st.—Open daily from 10 A. M. to 2 P. M., and 4 to 7 P. M., on MONDAYS, THURSDAYS and SATURDAYS. Interest, 6 per cent. on sums from $1 to $600.

WALTER W. CONCKLIN, President. VANDERBILT L. BURTON, Secretary.

MARINERS' SAVINGS BANK—THIRD-AV., corner of 9th-st., open daily from 9 till 2, and Wednesday and Saturday evenings from 5 to 8. Interest on deposits of $600 and under, 6 per cent.

THOMAS R. STILLMAN, President.

DIVIDENDS.

OFFICE OF THE NORTH AMERICAN FIRE INSURANCE CO.; No. 6 Wall-st., New-York, Dec. 9, 1856.

DIVIDEND.—THE BOARD OF DIRECTORS OF this Company have this day declared a semi-annual dividend of five (5) per cent. payable on and after Thursday, Dec. 4. R. W. BLEECKER, Secretary.

DIVIDEND.—THE BOARD OF DIRECTORS OF the Howard Insurance Company have this day declared a dividend of fifteen per cent. upon the capital stock, payable on and after the 1st day of December next. HENRY A. OAKLEY, Secretary. NEW-YORK, Nov. 26, 1856.

PARK FIRE INSURANCE CO., No. 237 Broadway, Cor. Park-place, New-York, Dec. 4, 1856.

DIVIDEND.—SEMI-ANNUAL DIVIDEND OF Six (6) per cent. has this day been declared, payable on and after 2d January next. The Transfer Books will close on the 20th inst. WM. JAFFRAY, Secretary.

INSURANCE.

LAMAR FIRE INSURANCE COMPANY. Office No. 62 Wall-st.

CASH CAPITAL $200,000.

This Company insures dwelling houses, stores, merchandise, vessels in port, and their cargoes, and other property, at the usual rates.

DIRECTORS:

Edward Anthony,	G. B. Lamar,	Wm. H. Cary,
A. A. Low,	G. Collins, 62 Wall,	I. H. Frothingham,
C. M. Connelly,	Benj. P. Wardwell,	Edwin J. Brown,
John Gould,	John Brower,	Calvin P. Sanger,
Jas. S. Shaler,	Thos. H. Norris,	E. H. Nichols,
Wm. J. Beebee,	Wm. B. Nichols,	A. S. Foster,
Curtis Noble,	Geo. Gault,	S. N. Davis,
John Laidlaw,	Edward Rowe,	Bradford Knapp,
John David,	William Poole,	Chas. S. Little,
J. J. Johnson,	Wm. G. Sterling,	Loomis Ballard,
Mat. Armstrong,	John W. Harper,	Edwin Atkins,
J. S. Davenport,	John S. Voorhies,	B. F. Breeden,
Geo. W. Read,	Wm. Howland,	Wm. H. Otis,
Wm. H. Welsh,	Samuel Hotaling,	Alb. O. Parmelee.

EDWARD ANTHONY, President. BRADFORD KNAPP, Vice-President. ISAAC R. ST. JOHN, Secretary.

THE MARKET FIRE INSURANCE COMPANY HAS REMOVED ITS OFFICE FROM No. 280 Pearl and No. 52 Wall-st., to No. 87 Wall-st. (Corner of Jauncey Court.)

Where it will continue to insure on buildings, personal property of every description, on the most favorable terms, and solicits a continuation of public favor.

BENJAMIN H. HOWELL, President. ASHER TAYLOR, Secretary.

SECURITY FIRE INSURANCE CO.—NO. 21 Pine-st. (Great Western Buildings.) CASH CAPITAL $200,000 ALL PAID IN.—This Company having all its capital paid in, and securely invested, is now ready to receive applications and to issue Policies of Insurance on Merchandise, Buildings, Ships in Port, and other Property, on favorable terms.

JOSEPH WALKER, President. THOS. W. BIRDSALL, Secretary.

DIRECTORS:

JOSEPH WALKER,	WILLIAM F. MOTT,
JOHN HALSEY,	EDWARD WOOD,
ROBT. L. CASE,	WM. DENNISTOUN,
WM. H. HUSSEY,	EDMUND W. CORLIES,
EDWARD WILLETS,	CHAS. E. PARKER,
JOHN D. WARREN,	CHARLES ELY,
WM. M. ARRATT,	WM. BIRDSALL, Jr.,
EDWARD MERRITT,	SMITH LAWRENCE,
HENRY BARROW,	JOSEPH LAWRENCE,
EDWARD HAIGHT,	R. M. WHITLOCK,
JAMES G. GARNER,	SAMUEL C. PAXSON,
RICHARD P. BRUFF,	D. CROMWELL,
S. T. VALENTINE,	E. J. DONNELL,
JOHN S. WILLIS,	GEORGE H. BEYER,
ROBT. L. MURRAY,	DAVID B. KEELER,
WM. ALLEN BUTLER,	EDW'D CROMWELL,
L. R. WYMAN,	MATT'W MITCHELL,
JOHN ASLEN,	GEO. B. GRINNELL.

NEW WORLD FIRE INSURANCE COMPANY, of the City of New-York, office, No. 28 Pine-st., (Great Western Buildings.)

Cash Capital.....ALL PAID IN..... $200,000.

This company insures property of all kinds against loss or damage by fire, on as favorable terms as similar institutions in this city.

DIRECTORS:

Thos. A. Emmet,	Jno. M. Furman,	Benj. C. Townsend,
David Milliken,	F. A. Hoesman,	Robert Le Roy,
Geo. M. Grovers,	J. Thompson,	Elisha E. Morgan,
Gabriel Mead,	Wm. Birdsall,	F. Cossinery,
Jas. M. Wilson,	C. M. Connolly,	S. W. Gaines,
S. A. Warner,	R. C. Barlarge,	Archer M. Huntington,
Dr. Smith,	Israel Corse,	G. Griswold, Jr.,
P. P. Rodgersnachi,	Fred. G. Swan,	Edwin Thorne,
A. J. Clippiart,	John S. Bellosi,	James K. Pell,
S. Whitehead,	John Randell,	Robt. Emmet, Jr.
Arthur Leary,	Charles Tomlo,	David Logan,
Richard Hoyle,	C. A. Lambert,	David Jones,

THOS. A. EMMET, President. GABRIEL MEAD, Vice-President. SAMUEL A. FAYERWEATHER, Secretary.

MEDICAL.

DR. R. S. FERRY'S VERMIFUGE. Or "dead shot" for worms.—This excellent preparation affords the most perfect test of the existence of Worms, and in a few hours clears the system of them completely. In urgent cases of fits, convulsions or spasms, caused by worms, its operation is over every child safe. It is mild, yet unfriendly to worms, and therefore not a violent purgative. In order to give some idea of the sudden rise and great popularity of the discovery, I will state that in April, 1853, I peddled it, and sold about six bottles per day. In April, 1854, I sold over a thousand bottles per day.

No change of diet ever necessary. Use all the best you can get, and enough of it.

DIRECTIONS FOR USE.—Adults, one table spoonful per day; children over 3 years dessert spoonful; children from 5 to 8 years, tea-spoonful. As no direction can be applicable to all constitutions, take sufficient to operate on the bowels twice a day.

DR. FERRY'S REMEDY gives personal attendance in bad cases of Scrofula.

Manufactured by DONALD KENNEDY, No. 130 Warren-st., Roxbury, Mass. Price $1.

MARSH, ORVIS & CO., No. 150 Greenwich-st.; BOYD & PAUL, Chambers-st.; F. C. WELLS & CO., Frankfort-st.; MCKESSON & ROBBINS & CO., No. 112 Maiden-lane; HAVILAND, HALL & RISLEY, Warren-st.; WARD, CLOSE & CO., Maiden-lane; and retailed by all respectable Druggists.

Wholesale agents for New-York: CHAS. H. RING, No. 192 Broadway; C. V. CLICKENER, No. 81 Barclay-st.; A. B. & D. SANDS, No. 100 Fulton-st., and retailed by all respectable Druggists. Also by Mrs. HAYES, No. 175 Fulton-st., Brooklyn; BARNES & PARK, No. 304 Broadway.

NEW AND IMPORTANT DISCOVERY IN THE SCIENCE OF MEDICINE.—TRIESEMAR. None are genuine unless the engravings of the Seals of the Patent Office of England, the Seals of the Ecole de Pharmacie de Paris, and the Imperial College of Vienna, are fixed upon each wrapper, and around each case.

Sold by Dr. H. A. BARROW.—Member of the Imperial College of Vienna, and Royal College of Surgeons, London, who may be personally consulted at his residence, No. 141 Prince-st., (two blocks west of Broadway,) New-York, from 11 o'clock in the morning till 2, and from 4 o'clock till 8 in the evening. (Sundays excepted.)

TRIESEMAR No. 1.—Is the remedy of general and local debility, loss of virile power, premature decay, and all the distressing consequences arising from early abuse, &c.; all physical impediments vanish like magic before its influence, thus rendering its use invaluable to those entering the marriage state.

TRIESEMAR No. 2—Entirely eradicates all traces of those disorders which copavia and cubebs have so long been thought an antidote for to the ruin of the health of a vast portion of the population.

TRIESEMAR No. 3.—Is the great European remedy for that class of disorders which, unfortunately, the English physician treats with mercury to the inevitable destruction of the patient's constitution, and which all the Sarsaparilla in the world cannot remove.

TRIESEMAR Nos. 1, 2, and 3, are prepared in the form of a lozenge, devoid of taste or smell, and can be carried in the waistcoat pocket. *Sold by the ounce and divided, apparatus dosis, as administered by Valpeau, Ballman, Roux, Ricord, &c., &c.* Price $6 each, or four cases in one for $20, which saves $4; and in $27 cases, whereby there is a saving of $9.

Special arrangements having been made with the various Expresses, the nine-dollar cases of the Triesemar, and the larger cases, will be forwarded by them, carriage paid, immediately on receiving a remittance, to any part of the world, securely packed, and addressed according to the instructions of the writer, thus securing to the public genuine European preparations, and effectually protecting them from spurious and pernicious imitations. The three-dollar cases sent as usual, but not free of carriage.

Sold by Dr. H. A. BARROW, No. 257 Prince-st., (few blocks west of Broadway,) New-York.

CHRONIC AND CONSTITUTIONAL DISEASES.—Dr. REID, No. 643 Houston-st., near Wooster, (at home till 1 and after 6 o'clock, Sundays excepted,) invites the attention of sufferers from stricture, in every stage, to his peculiar and eminently successful treatment. From long application and extended experience in this complaint, he can guarantee perfect and radical cures, without painful operations, nauseous medicines or troublesome restrictions. The sympathies of constant symptoms of this disease are generally misunderstood. Pain or weakness in the back, bad memory, loss of mental energy, and inaptitude for business or pleasure, genital debility, costiveness, dyspepsia, may all depend upon stricture as their hidden cause, long before it affects the urinary stream; and, especially when there has been previous disease, such symptoms should lead to the question, whether this be their real cause. With its cure these symptoms quickly disappear. All letters, to insure attention, must inclose a fee. Address Box No. 869 Post-Office. Strangers visited at their Hotel if necessary.

$1,000 FORFEITED AND NO CHARGE UNLESS CURED.—Dr. HUNTER cures when the treatment of other physicians and all other remedies fail. His Red Drop is your only reliance for a thorough cure, in certain diseases. No. 3 Division-st., the only place now so well known for the very extraordinary cures it has performed, without the least hindrance from business, when all other remedies only drive the disease in the blood. $1 only. This secures the patient from secondary attacks, and is the only remedy on earth that does it. Try all others and see. Beware of a handbill stating Dr. Hunter has removed. It is a villainous deception. Consultation private. Book gratis.

PRIVATE CONSULTATION.—DR. WATSON has for a long series of years confined his attention to diseases of a certain class, in which he has treated not less than twenty thousand cases, without an instance of failure. The remedies are mild, and there is no interruption to business or change of diet. Dr. Watson is in constant attendance, from 7 in the morning until 9 at night, at his cons

MARINE INTELLIGENCE

COMMERCIAL AFFAIRS.